



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for City Hall Parking Lot Reconstruction Project with A. M. Stephens Construction Company, Inc., of Lodi (\$238,877.65) and Appropriating Funds (\$100,000)

**MEETING DATE:** August 15, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for City Hall parking lot reconstruction project with A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$238,877.65 and appropriating funds in the amount of \$100,000.

**BACKGROUND INFORMATION:** This project consists of reconstructing the City Hall parking lot with asphalt concrete, constructing a trash enclosure, installing handicap-accessible parking stalls, and other incidental and related work, all as shown on the plans and specifications for the project.

This project also includes the removal of four existing Arizona ash trees in the parking lot. The trees are in poor condition, and their roots are raising the concrete curb and asphalt pavement. Four new Chinese Pistache trees will be planted as their replacement (Exhibit A).

Plans and specifications for this project were approved on June 20, 2012. The City received the following three bids for this project on July 25, 2012. The lowest responsive bidder, A. M. Stephens Construction Company, has signed the required Local Hire forms and will conform to the requirements.

Bidder	Location	Bid
Engineer's Estimate		\$ 227,217.50
A. M. Stephens Construction	Lodi	\$ 238,877.65
Vinciguerra Construction	Jackson	\$ 318,476.00
George Reed, Inc.	Modesto	\$ 337,994.00

Staff recommends appropriating \$100,000 in addition to funds allocated in the FY 2012/13 budget to cover City staff time, project-related costs and contingencies.

**FISCAL IMPACT:** The project will decrease maintenance costs and implement additional elements of the City's ADA Transition Plan.

APPROVED:

Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Contract for City Hall Parking Lot Reconstruction Project with A. M. Stephens Construction Company, Inc., of Lodi (\$238,877.65) and Appropriating Funds (\$100,000)

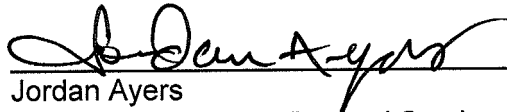
August 15, 2012

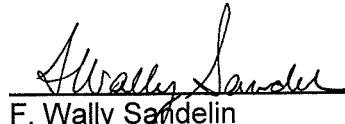
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**FUNDING AVAILABLE:**

Requested Appropriation:  
Street Fund (320123):       \$ 100,000

Existing Funding:  
Street Fund (320123)       \$ 150,000 (FY 12/13)  
General Fund (1211785)   \$ 50,000 (FY 12/13)  
Total                       \$ 300,000

  
\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer  
FWS/LC/pmf  
Attachment  
cc: Deputy Public Works Director - Utilities  
Senior Civil Engineer

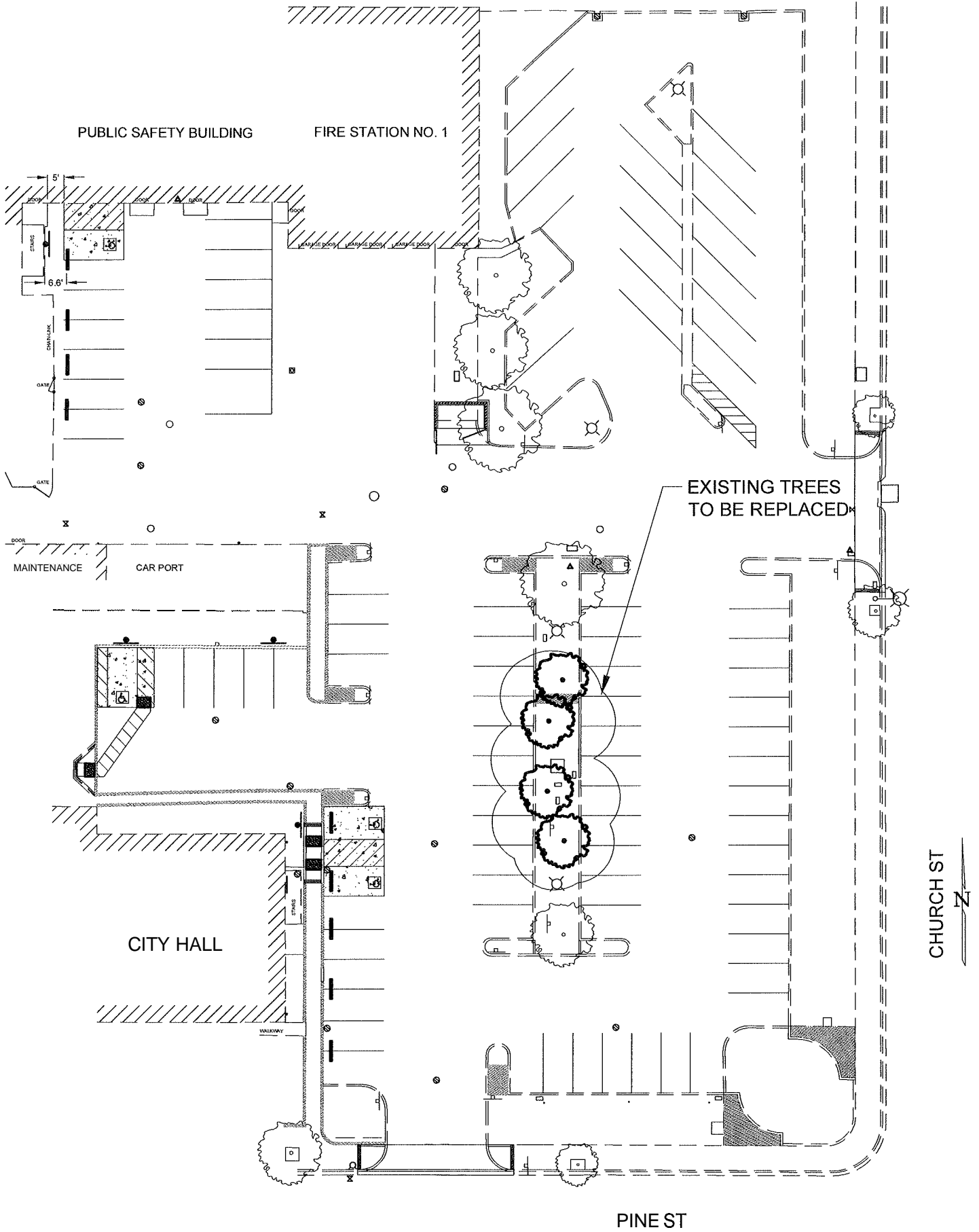


EXHIBIT A

**CITY HALL PARKING LOT IMPROVEMENTS  
221 West Pine Street**

**CONTRACT**

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CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and A. M. STEPHENS CONSTRUCTION COMPANY, INC., herein referred to as the "Contractor."

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

**ARTICLE I** - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

**ARTICLE II** - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE III** - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to reconstruct the City Hall parking lot (50,360 square feet) with asphalt concrete, construct a trash enclosure, install handicap parking stalls, and other incidental and related work, all as shown on the plans and specifications for "City Hall Parking Lot Improvements".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D QTY	UNIT PRICE	TOTAL PRICE
1.	Clearing and Grubbing	LS	1	\$ 22,500.00	\$22,500.00
2.	Storm Water Pollution Control	LS	1	\$ 4,250.00	\$ 4,250.00
3.	Compact Original Ground	SF	49,262	\$ 0.20	\$ 9,852.40
4.	Concrete Curb	LF	96	\$ 25.50	\$ 2,448.00
5.	Concrete Parking Stall (ADA)	SF	1,098	\$ 6.25	\$ 6,862.50
6.	Concrete Driveway	SF	855	\$ 12.75	\$10,901.25
7.	Install 6-Inch Storm Drain	LF	76	\$ 59.00	\$ 4,484.00
8.	Install 12-Inch Storm Drain	LF	18	\$ 89.00	\$ 1,602.00
9.	Install Drop Inlet Catch Basin	EA	1	\$ 1,775.00	\$ 1,775.00
10.	Install Storm Drain Clean Out	EA	1	\$ 540.00	\$ 540.00
11.	Adjust Manhole Frame and Cover to Grade	EA	3	\$ 610.00	\$ 1,830.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
12.	Adjust Water Valve Frame and Cover to Grade	EA	5	\$ 275.00	\$ 1,375.00
13.	Furnish Water Valve Frame and Cover	EA	5	\$ 195.00	\$ 975.00
14.	Adjust Water/ Wastewater Service Box to Grade	EA	6	\$ 275.00	\$ 1,650.00
15.	Install Trash Enclosure	LS	1	\$ 13,100.00	\$13,100.00
16.	Tree Planting	EA	4	\$ 600.00	\$ 2,400.00
17.	Striping	LS	1	\$ 1,195.00	\$ 1,195.00
18.	Furnish and Install Sign Post	EA	4	\$ 200.00	\$ 800.00
19.	Furnish and Install ADA Signs	LS	1	\$ 215.00	\$ 215.00
20.	Furnish and Install Concrete Parking Bumper	EA	9	\$ 55.00	\$ 495.00
21.	Install ADA Ramp	LS	1	\$ 2,110.00	\$ 2,110.00
22.	Pavement Excavation	CY	702"	\$ 15.00	\$10,530.00
23.	Asphalt Concrete	TON	1,405	\$ 97.50	\$136,987.50
TOTAL					\$238,877.65

\* Denotes Final Pay Quantity

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **25 WORKING DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_

Konradt Bartlam  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest

\_\_\_\_\_

Title

\_\_\_\_\_

City Clerk

(CORPORATE SEAL)

Approved As To Form

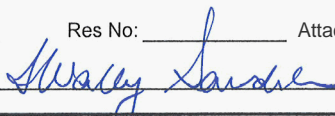
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D. Stephen Schwabauer  
City Attorney

1. AA# \_\_\_\_\_  
2. JV# \_\_\_\_\_

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST			
TO	Internal Services Dept - Budget Division		
3 FROM:	Rebecca Areida-Yadav	5 DATE	07/25/2012
4 DEPARTMENT/DIVISION: Public Works			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A.	320		3205	Fund Balance	\$ 100,000.00
SOURCE OF FINANCING					
B.	320	320123	7720	City Hall Parking Lot	\$ 100,000.00
USE OF FINANCING					

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET
<p>Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.</p> <p>Contract for City Hall Parking Lot Reconstruction Project with A M. Stephens Construction Company</p>
<p>If Council has authorized the appropriation adjustment, complete the following:</p> <p>Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.</p> <p>Department Head Signature <u></u></p>

8. APPROVAL SIGNATURES
Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the Budget Division with any required documentation  
Final approval will be provided in electronic copy format



RESOLUTION NO. 2012-130

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE CONTRACT FOR CITY HALL PARKING LOT  
RECONSTRUCTION PROJECT AND FURTHER  
APPROPRIATING FUNDS

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 25, 2012, at 11:00 a.m., for the City Hall Parking Lot Reconstruction Project, described in the plans and specifications therefore approved by the City Council on June 20, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
A. M. Stephens Construction	\$ 238,877.65
Vinciguerra Construction	\$ 318,476.00
George Reed, Inc.	\$ 337,994.00

WHEREAS, staff recommends awarding the contract for the City Hall Parking Lot Reconstruction Project to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$238,877.65.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the City Hall Parking Lot Reconstruction Project to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$238,877.65; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$100,000 be appropriated from the Street Fund for this project.

Dated: August 15, 2012

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I hereby certify that Resolution No. 2012-130 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Johnson, Katzakian, Nakanishi, and Mayor Mounce

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None

  
RANDI JOHL  
City Clerk